

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM624156

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900580100		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiscoverOrg, LLC		10/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	DiscoverOrg Data, LLC		
Street Address:	805 Broadway St., Ste 900		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98600		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5494131	LEADLOOKUP	
Registration Number:	5364643	ACCOUNTVIEW	
Registration Number:	5104809	DEALPREDICT	
Registration Number:	4698214	DISCOVERORG	
Registration Number:	4386401	BAD DATA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	15038022170		
Email:	trademark@tonkon.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	39844-9000		
NAME OF SUBMITTER:	Renee Peck		
SIGNATURE:	/Renee B. Peck/		
DATE SIGNED:	02/03/2021		

Total Attachments: 10

source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page1.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page2.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page3.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page4.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page5.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page6.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page7.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page8.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page9.tif
source=DiscoverOrg - CONFIRMATION AND DECLARATION OF ASSIGNMENT#page10.tif

CONFIRMATION AND DECLARATION OF ASSIGNMENT

DiscoverOrg, LLC, a Delaware limited liability company, (the "Assignor"); and

DiscoverOrg Data, LLC, a Delaware limited liability company (the "Assignee"), with an address of 805 Broadway St., Ste 900, Vancouver, WA 98600

hereby confirm and declare that the Assignor and the Assignee entered into a Contribution, Assignment and Assumption agreement (the "Agreement") on October 1, 2018, regarding the trademarks set forth in Schedule 1 (the "Trademarks") whereby any and all rights in the Trademarks, including all goodwill and rights to sue for past and future infringement, were assigned to the Assignee against valuable consideration.

ASSIGNOR:

DiscoverOrg, LLC

By: 

Name: Anthony Stark

Title: Secretary

ASSIGNEE:

DiscoverOrg Data, LLC

By: 

Name: Anthony Stark

Title: Secretary

SCHEDULE 1

LIST OF TRADEMARKS

Mark	Registration Number	Country
LEADLOOKUP	5494131	U.S.
ACCOUNTVIEW	5364643	U.S.
DEALPREDICT	5104809	U.S.
DISCOVERORG	4698214	U.S.
BAD DATA	4386401	U.S.

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT, ASSUMPTION AGREEMENT (this “**Agreement**”) is effective as of October 1, 2018 (the “**Effective Date**”), by and among DiscoverOrg, LLC, a Delaware limited liability company (“**DiscoverOrg**”) and DiscoverOrg Data, LLC, a Delaware limited liability company (the “**JV**” and, collectively with Contributor, the “**Parties**” and each, individually, a “**Party**”).

RECITALS

A. The DiscoverOrg and RK Midco, LLC are parties to a limited liability company agreement in connection with the capitalization and governance of the JV (the “**LLC Agreement**”).

B. DiscoverOrg wishes to contribute, convey, assign and transfer to the JV all of the Contributed Assets (as defined below), and the JV will assume all of the Assumed Liabilities (as defined below) from DiscoverOrg (the “**Contribution**”), in exchange for the issuance of membership interests of the Company described in Section 2; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Contribution and Exchange.

(a) Contributed Assets. Effective as of the Effective Date, DiscoverOrg hereby contributes, conveys, transfers, assigns and delivers, free and clear of any liens or encumbrances, to the JV, all of DiscoverOrg’s right, title, and interest in and to the assets, properties, rights, titles and interests, other than the Excluded Assets (as defined below), of every kind or nature owned, leased, licensed or otherwise held by DiscoverOrg (including indirect and other forms of beneficial ownership), whether tangible, intangible, real, personal or mixed and wherever located (such assets, collectively, the “**Contributed Assets**”).

(b) Excluded Assets. Notwithstanding the foregoing, the assets described on Schedule A hereto of DiscoverOrg (such assets, collectively, the “**Excluded Assets**”), are expressly excluded from Contributed Assets and the Contribution and will be retained by DiscoverOrg.

(c) Assumed Liabilities. The JV acknowledges due receipt of the contribution, assignment and assumption of the Contributed Assets as set forth herein and, from and after the Effective Date, Transferee hereby assumes and agrees to (i) pay, perform and discharge and perform when due the liabilities in respect of the Contributed Assets and (ii) perform all covenants, duties and obligations in respect of the Contributed Assets (such liabilities, covenants, duties and obligations described in clauses (i) and (ii), collectively, the “**Assumed Liabilities**”). For the purposes of this Agreement, “Liabilities” shall mean any and all debts, liabilities and obligations, whether direct or indirect, accrued, unaccrued, fixed, known or unknown, absolute or contingent, matured or unmatured or determined, determinable or undeterminable.

(d) **Excluded Liabilities.** Notwithstanding anything to the contrary herein, the Liabilities described on Schedule B hereto of DiscoverOrg or any member thereof are expressly excluded from the Contribution (collectively, the “**Excluded Liabilities**”) and, as such are not included in the Assumed Liabilities for the purpose of this Agreement and will be retained by DiscoverOrg.

2. **Issuance of Membership Interests.** In consideration of the Contribution, the JV hereby issues [REDACTED] of its membership interests to DiscoverOrg.

3. **Cooperation and Further Assurances.** Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes of this Agreement.

4. **Notices.** All notices, demands and other communications to be given or delivered to the Parties under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered, sent by reputable overnight courier or transmitted by facsimile, electronic mail or telecopy (transmission confirmed), to either DiscoverOrg or the JV at the follow address (unless another address is so specified in writing):

DiscoverOrg, LLC
805 Broadway, Suite 900
Vancouver, Washington, 98660
Attn: Henry Schuck, Chief Executive Officer
Telephone: [REDACTED]
e-mail: [REDACTED]

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP
Three Embarcadero Center
24th Floor
San Francisco, CA 94115
Attn: Brian McPeake
Telephone: [REDACTED]
Email: [REDACTED]

5. **Amendments and Waiver.** No amendment to this Agreement shall be effective unless it shall be in writing and signed by each Party. No waiver of any term, provision or condition of this Agreement will be effective unless memorialized in writing and signed by the Party against whom such waiver is to be enforced; and no waiver of any breach of this Agreement will be implied from any forbearance or failure of a Party to take action thereon. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

6. **Severability.** If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

The Parties shall in such an instance use their reasonable best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

7. **Assignment.** This Agreement may not be assigned by any Party without the prior written consent of each other Party; provided, however, that each of DiscoverOrg and the JV may, without the consent of any other party, assign its rights hereunder (i) for collateral security purposes to any lender providing financing or any of its affiliates or any agent acting on behalf of such lender, and any such lender or agent may exercise all of the rights and remedies of DiscoverOrg and the Company hereunder, or (ii) to a successor to all or substantially all of the assets of such party; provided, further, however that no such assignment shall limit, or relieve any party of, such parties obligations under this Agreement. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

8. **Headings.** The headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

9. **Counterparts.** This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transmitted signatures.

10. **Entire Agreement.** This Agreement, together with all exhibits, schedules, certificates, documents and other instruments related hereto and thereto, contain the entire agreement between the Parties with respect to the transactions contemplated herein and supersede all prior agreements, understandings, promises and representations, whether written or oral, between the Parties with respect to the subject matter hereof.

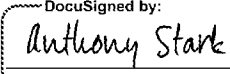
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to rules governing the conflict of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.

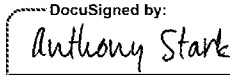
DISCOVERORG:

DISCOVERORG, LLC

By: 
Name: Anthony Stark
Title: Secretary

JV:

DISCOVERORG DATA, LLC

By: 
Name: Anthony Stark
Title: Secretary

SCHEDULE A

Excluded Assets

██████ of the issued and outstanding capital stock of RKSI Acquisition Corporation.

Loan Agreement, dated as of August 25, 2017, by and between RKSI Acquisition Corporation and DiscoverOrg, LLC.

Promissory Note, dated as of August 25, 2017, by RKSI Acquisition Corporation to DiscoverOrg, LLC in the principal amount of ██████.

SCHEDULE A**Excluded Liabilities**

Any Liabilities of DiscoverOrg or any member thereof resulting solely from or arising out of the Excluded Assets.

First Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof), by and among the Companies, the other Guarantors party thereto from time to time, the other persons party thereto that are designated as Credit Parties, the financial institutions party thereto as Lenders and Antares Capital LP, as Administrative Agent and Collateral Agent, along with any and all notes, security documents, mortgages, pledges, guarantees, intercreditor agreements, agreements with third parties, instruments, certificates and any other documents delivered in connection therewith.

Second Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, by and among the Companies, the other Guarantors party thereto from time to time, the other persons party thereto that are designated as Credit Parties, the financial institutions party thereto as Lenders and Goldman Sachs BDC, Inc., as Administrative Agent and Collateral Agent, along with any and all notes, security documents, mortgages, pledges, guarantees, intercreditor agreements, agreements with third parties, instruments, certificates and any other documents delivered in connection therewith.